

RECORDATION NO. 20866 FILED

SEP 12 '97

12-35 PM

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OF COUNSEL  
URBAN A. LESTER

September 12, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Lease Agreement, dated as of September 9, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: U.S. Bank Leasing  
Community Savings Bank Building  
Monroeville, Pennsylvania 15146-3394

Lessee: Tube City, Inc.  
12 Monongahela Avenue  
Glassport, Pennsylvania 15045

A description of the railroad equipment covered by the enclosed document is:

twenty-three (23) gondola railcars bearing reporting marks and road numbers set forth on Exhibit A attached to the Lease.

*Counterspart - Alford.*

Mr. Vernon A. Williams  
September 12, 1997  
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

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Memorandum of Lease Agreement for twenty-three (23) 100-ton Pullman Standar Built, 4100 cubic foot capacity, gondola railcars ("Lease Agreement") made and entered into as of September 9, 1997 by and between Tube City, Inc., a Pennsylvania corporation, ("Lessee") and U.S. Bank Leasing, a Pennsylvania corporation, ("Lessor").

WITNESSETH:

1. Lessee has agreed to lease from Lessor twenty-three (23) 100-ton Pullman Standard Built, 4100 cubic foot capacity, gondola railcars bearing the railroad reporting markings set forth on Exhibit A.
2. The Lease Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the Lease Term, as defined in the Lease Schedule.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

TUBE CITY, INC.

BY: Thomas E. Lippard

Thomas E. Lippard, Sr. V.P.

U.S. BANK LEASING

BY: [Signature]

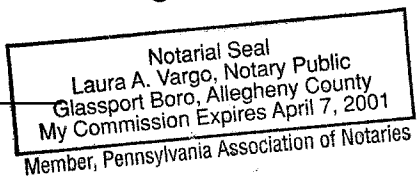
STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

✓  
On this 9th day of September, 1997, before me personally appeared Thomas E. Lippard, to me personally known, who being by me duly sworn, says that he is the Senior V.P. of Tube City, Inc., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.

Laura A. Vargo  
NOTARY PUBLIC

My commission expires: 4-7-2001



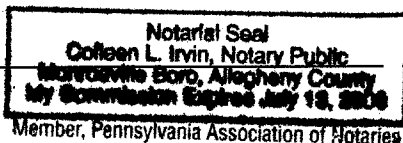
STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 11th day of September, 1997, before me personally appeared Victor L. Tatum, to me personally known, who being by me duly sworn, says that he is Vice President of U.S. Bank Leasing, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Colleen L. Irvin  
NOTARY PUBLIC

My commission expires:



**"EXHIBIT A"**

This Exhibit A is attached to and made a part of that certain Lease Agreement Memorandum, between U. S. Bank Leasing as Lessor and Tube City, Inc. as Lessee.

**SCHEDULE NO.:** 0197022101

**LESSEE:** Tube City, Inc.  
12 Monongahela Street  
Glassport, PA 15045

**EQUIPMENT  
LOCATION:** 516 Delwar Road  
Pittsburgh, PA 15236

**Vendor:** KND Rail Services, Inc.

**EQUIPMENT:** Twenty-three (23) 100-ton Pullman Standard Built, 4100 cubic foot capacity, gondola railcars bearing reporting marks as follows: CPOX1237, CPOX1258, CPOX1302, CPOX1315, CPOX1343, CPOX1370, CPOX1409, CPOX1427, CPOX1452, CPOX1453, CPOX1481, CPOX1489, CPOX1558, CPOX1590, CPOX1637, CPOX1692, CPOX1736, CPOX1753, CPOX1800, CPOX1851, CPOX1876, CPOX1884, AND CPOX1885.

**COST:** \$296,700.00

The equipment described includes all present and future additions, accessions, substitutions and replacements thereto.